

REMARKS

Claim 1 has been amended to more specifically set forth the invention. Claim 1 remains in the application. Reconsideration is respectfully requested.

35 U.S.C. §103(a) rejections

Claim 1 is rejected under 35 U.S.C. §103(a) as being unpatentable over Bookbrowse.com website in view of Garrido (U.S.P. 6,213,703) and Kitamura (U.S.P. 6,829,594). Applicant believes that newly amended claim 1 now overcomes this rejection.

The Examiner admits that Bookbrowse does not teach entering predetermined items required to purchase a book. Also, Bookbrowse does not teach or suggest the information being further directed to a vendor who then prints the desired book and delivers it to the user.

Garrido does not teach a book recommendation page wherein a book is selected and the entire content is displayed, if requested. Furthermore, Garrido does not teach a "vendor". Garrido teaches a specialized "EBS 2" which is an electronic bookstore receiving the text from a memory source and using that feed to print a book. This is

not a vendor, such as a printer or book binder having text on hand which is then printed.

Here it must be noted that applicant is not arguing the references individually. The basic rules for determining obviousness were set down by the Supreme Court in *Graham v. John Deere*, 383 U.S. 1, 148 USPQ 459 (1966). The *Graham* factual inquiries, including (1) "determining the scope and contents of the prior art" and (2) "ascertaining the differences between the prior art and the claims in issue", are still part of Patent Law and should be applied. Thus, a primary fact to consider is the disclosures, individually, of the applied references, i.e., Bookbrowse, Garrido, and Kitamura, and what they would teach one skilled in the art. While the test, according to *In re Keller*, 642 F2d 413, 208 USPQ 871 (CCPA 1981), is what the combined teachings of the references would have suggested to those skilled in the art, it is still proper and instructive, according to *Graham*, to consider each of the references individually to determine the scope and content.

In a determination of the scope and content, Bookbrowse does not teach entering predetermined items required to purchase a book or suggest the information being further directed to a vendor. Garrido does not teach a book

recommendation page wherein a book is selected and the entire content is displayed, if requested. Furthermore, Garrido does not teach a "vendor". There is no indication that Kitamura suggests a vendor or that the information be further directed to a vendor. Thus, applicant believes it is clear from "determining the scope and contents of the prior art" that the combined teachings of the references would not have suggested applicant's claimed invention to those skilled in the art.

SUMMARY

Specifically absent from the cited references is a method which allows a user to select a book, view the entire content of the selected book upon request, link to vendors having the ability to print the selected book, then have the vendor print and deliver a copy of the selected book. Since none of the applied references teach, suggest or provide motivation for applicant's claimed structure and since none of the applied references can achieve the functions of the present invention, applicant believes that claim 1 is now in condition for allowance.

Withdrawal of the rejection and allowance of the claim is respectfully requested. Should there be any questions or remaining issues, Examiner is cordially invited to telephone the undersigned attorney for a speedy resolution.

Respectfully requested,



Robert A. Parsons
Attorney for Applicant
Registration No. 32,713

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4000 N. Central, Suite 1220

Phoenix, Arizona 85012

(602) 252-7494